

Panaji, 20th November, 2003 (Kartika 29, 1925)

SERIES II No. 34

OFFICIAL GAZETTE

GOVERNMENT OF GOA



Note:- There is Two Extraordinary issues to the Official Gazette, Series II, No. 33 dated 13-11-2003 as follows:-

- 1) Extraordinary dated 14-11-2003 from pages 971 to 972 regarding Notification from Department of Finance (Revenue & Control Division).
- 2) Extraordinary No. 2 dated 17-11-2003 from pages 973 to 978 regarding Notification from Department of General Administration, Order from Department of Official Language (Directorate of Official Language) and Notifications from Department of Revenue respectively.

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/12/98/AGR(Part)/242

In pursuance of Article 76(i) of Memorandum of Association, the Government of Goa is pleased to appoint Director of Agriculture, Panaji as a Director on the Board of Directors of Goa State Horticulture Corporation Ltd., Panaji-Goa, reconstituted vide Order No. 2/12/98-AGR/591, dated 16-07-2002.

The period of his term as Director on Board of Directors is co-terminus as per the order No. 2/12/98-AGR dated 16-07-2002.

By order and in the name of the Governor of Goa.

R. G. Joshi, Director of Agriculture & Ex-officio Joint Secretary.

Panaji, 31st October, 2003.



Department of Co-operation

Office of the Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, The Kamat Enclave Co-operative Housing Society Ltd., Santarxete Aldona,

Bardez-Goa has been registered under code symbol No. HSG-(b)-220/NZ/Goa.

Sd/- (Ronnie Dias), Asst. Registrar of Co-operative Societies (North Zone).

Mapusa, 15th July, 2003.

Certificate of Registration

The Kamat Enclave Co-operative Housing Society Ltd., Santarxete Aldona, Bardez-Goa has been registered on 15-7-2003 and it bears registration code symbol No. HSG-(b)-220/NZ/Goa and it is classified as "Housing Society" under sub-classification No. 5(b) "Tenant Co-partnership Housing Society" in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (Ronnie Dias), Asst. Registrar of Co-operative Societies (North Zone).

Mapusa, 15th July, 2003.

Notification

No. PRD-(c)/114/AR(Dairy)/Goa

In exercise of the powers vested in me under sub-section (1) of Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Shri Nageshwar Dugh Utpadak Sahakari Saunstha Maryadit, Bhandol, Sanguem-Goa is registered under code symbol No. PRD-(c)/114/AR(Dairy)/Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Dairy).

Ponda, 6th August, 2003.

Certificate of Registration

Shri Nageshwar Dugh Utpadak Sahakari Saunstha Maryadit, Bhandol, Sanguem-Goa has been registered on 6-8-2003 and it bears registration code symbol No. PRD-(c)/114/AR(Dairy)/Goa and it is classified as 'Producers' Society, Agricultural producers' society under sub-classification No. 7(c) of sub rule (1) of Rule 9 of the Co-operative Societies Rules, 1962.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Dairy).

Ponda, 6th August, 2003.

Notification

No. PRD-(c)/115/AR(Dairy)/Goa

In exercise of the powers vested in me under sub-section (1) of Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Shri Bramhani Mahamaya Durd Utp. Sahakari Sauntha Maryadit, Koparde, Satari-Goa is registered under code symbol No. PRD-(c)/115/AR(Dairy)/Goa.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Dairy).

Ponda, 20th August, 2003.

Certificate of Registration

Shri Bramhani Mahamaya Durd Utp. Sahakari Sauntha Maryadit, Koparde, Satari-Goa has been registered on 20-8-2003 and it bears registration code symbol No. PRD-(c)/115/AR(Dairy)/Goa and it is classified as 'Producers' Society, Agricultural producers' society under sub-classification No. 7(c) of sub rule (1) of Rule 9 of the Co-operative Societies Rules, 1962.

Sd/- (D. M. Naik), Asst. Registrar of Co-operative Societies (Dairy).

Ponda, 20th August, 2003.

Notification

No. 5-944/2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Govardhan Enclave Co-op. Housing Society Ltd., Aquem Alto, Margao is registered under code symbol No. HSG-(b)-446/South-Goa/03.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 18th August, 2003.

Certificate of Registration

Govardhan Enclave Co-op. Housing Society Ltd., Aquem Alto, Margao Goa has been registered on 18-8-2003 and it bears registration code symbol No. HSG-(b)-446/South-Goa/03 and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership Housing Societies in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 18th August, 2003.

Notification

No. 5-943-2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as

applied to the State of Goa, Mevlton Co-op. Housing Society Ltd., Colmorod, Navelim, Salcete-Goa is registered under code symbol No. HSG-(b)-445/South-Goa/03.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 8th August, 2003.

Certificate of Registration

Mevlton Co-op. Housing Society Ltd., Colmorod, Navelim, Salcete-Goa has been registered on 8-8-2003 and it bears registration code symbol No. HSG-(b)-445/South-Goa/03 and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership Housing Societies in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 8th August, 2003.

Department of Finance

Directorate of Accounts

Order

No. DA/Admn/45-3/2003-04/TR-2388/86

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/1(3)/98-2002/Vol. III dated 23-7-2003, Government is pleased to promote Smt. Radha D. Naik, Accountants of the Common Accounts Cadre to the post of Asstt. Accounts Officer (Group 'B' Gazetted) in the pay scale of Rs. 5500-175-9000 on officiating basis with effect from the date of taking over the charge of the post and post her as Asstt. Accounts Officer in the office of Principal, Goa College of Engineering, Farmagudi-Goa, vice Shri Vijayanand Pawar, retired.

Smt. Radha D. Naik, Asstt. Accounts Officer shall be on probation for a period of 2 years. She should exercise an option for fixation of pay under F. R. 22(I)(a)(1) within one month from the date of promotion.

On joining her new assignment, Smt. Radha Naik shall send C.T.C./Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

Norbert Moraes, Director of Accounts & Ex-officio Joint Secretary

Panaji, 4th November, 2003.

Order

No. DA/Admn/45-2/2003-04/TR-2393/87

Read: Government order No. DA/Admn/45-2/2003-04/TR-1531/42 dated 1-8-2003 and Govt. Order No. DA/Admn/45-2/2003-04/TR-2275/78 dated 21-10-2003.

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11(1)/92-2000/Vol. II dated 23-7-2003, Government is pleased to promote Shri Madhusudan Naik, Asstt. Accounts Officer of Common Accounts Cadre (presently holding the post of Accounts Officer on ad hoc basis vide above cited orders) to the post of Accounts Officer/Dy. Director of Accounts (Group 'B' Gazetted) in the pay scale of Rs. 7450-225-11500 on officiating basis with immediate effect and post him as Dy. Dir. of Accounts in the office of the Directorate of Accounts, Panaji-Goa in the vacancy caused due to retirement of Shri B. V. Naik, Accounts Officer.

The newly promoted Officer, Shri Madhusudan Naik, shall be on probation for a period of 2 years. He should exercise an option for fixation of pay under F.R. 22(I)(a)(1) within one month from the date of issue of this order.

On joining his new assignment, Shri Madhusudan Naik shall send C.T.C./Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

Norbert Moraes, Director of Accounts & Ex-officio Joint Secretary.

Panaji, 4th November, 2003.

Department of Home

Order

No. 2/12/95-HD(F&CD)/Part/2842

In exercise of the powers conferred by sub-rule (1) of Rule 3 of the Registration of Foreigners Rules, 1939 (hereinafter called as the "said Rules"), read with the Government of India, Ministry of Home Affairs, New Delhi, Notification No. 11013/1/88-F I dated 03-05-1988 [(G.S.R. 529 (E)) and in supersession of the Government Order No. 2/14/83-HD(P) dated 9th January, 1986, published in Official Gazette Series II, No. 43 dated 23-01-1986, the Government of Goa hereby appoints the Chief Secretary, State of Goa as the Registration Officer for the purpose of the said Rules, for the whole of the State of Goa.

By order and in the name of the Governor of Goa.

Dilip S. Chavan, Under Secretary (Home).

Panaji, 7th November, 2003.

Order

No. 2/12/95-HD(F&CD)/Part/2843

In exercise of the powers conferred by clause (2) of paragraph 2 of the Foreigners Order, 1948 (hereinafter referred to as the "said Order"), read with the Government of India, Ministry of Home Affairs, New

Delhi, Notification No. 11013/1/88-F I dated 03-05-1988 [(G.S.R. 529 (E)) and in supersession of the Government Order No. 2/14/83-HD(P) dated 09-01-1986, published in Official Gazette Series II, No. 43 dated 23-01-1986, the Government of Goa hereby appoints the Chief Secretary, State of Goa as the Civil Authority for the whole of the State of Goa, for the purposes of the said Order.

By order and in the name of the Governor of Goa.

Dilip S. Chavan, Under Secretary (Home).

Panaji, 7th November, 2003.

Department of Labour

Order

No. 28/7/2001-LAB

The following Award dated 3-6-2002 in reference No. IT/8/92 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 10th June, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/8/92

Shri Ashok D. Naik,

H. No. 24, Behind Milan Hotel,

Dhuler, Mapusa-Goa.

Workman/Party I
V/s

M/s. Rama Yeshwant Naik & Sons,

Ramsons Motor House,

P.O. Box No. 17,

Mapusa-Goa. Employer/Party II

Workman/Party I Represented by Adv. Shri P. J. Kamat.

Employer/Party II Represented by Adv. Shri B.G. Kamat.

Panaji, dated: 13-5-2002.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 20-12-1991 bearing No. 28/43/91-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s. Rama Yeshwant Naik & Sons, Margao-Goa, in terminating the services of Shri Ashok D. Naik with effect from 29-3-1991, is legal and justified ?

If not, to what relief the workman is entitled ?"

2. On receipt of the reference a case was registered under No. IT/8/92 and registered A/D notice was issued to the parties. In pursuance to the said notice, parties put in their appearance. The Workman/Party I (for short, "Workman") filed his statement of claim at Exb. 4. The facts of the case in brief as pleaded by the workman are that he was employed with the Employer/Party II (for short, "Employer") as a Branch Incharge of the Mapusa Branch of the employer from 13-11-87 on monthly wages of 800/- That he was the only person who was working at the Mapusa Branch and as such he was doing the work right from the opening of the shop, selling the motorcycles and spares, writing day to day books, preparing bills, collecting cash and cheques and depositing the amount in the banks. That, though he was designated as the Branch Incharge, he was actually doing the work of a clerk, peon, messenger etc. That on 16-2-91 he had gone to the head office at Margao for depositing the cash of Rs. 1,75,861/- where he was informed that the Mapusa shop would be closed and one Mr. Dhond would be sent to collect the keys. That on 18-2-91 Mr. Dhond came to Mapusa and requested him to close the shop and hand over the keys to him but since Mr. Dhond did not have any authority letter he refused to close the shop and he handed over to him a letter dated 18-2-91 to be handed over to the employer. That on 29-3-91 he opened the shop as usual and kept his brother on the shop as he had to take his wife to the doctor. That at about 11.15 a.m. one Mr. Joaquim Noronha entered the shop along with Mr. Venkatesh Shanbag and Mr. Ajay Naik and forced his brother Mr. Ramakant Naik to close the shop and handover the keys which he refused to do and thereupon the said person unauthorisedly took the stock and the cash from the shop and forced his brother to sign the papers on his behalf and also handed over a letter dated 28-3-91 to him which was addressed to the workman wherein it was stated that his services were terminated with immediate effect. That the employer had not given to him one month's notice nor paid wages in lieu of one month's notice nor paid his earned wages for the period from January, 1991 to March, 1991. That the workman raised the dispute against the employer vide letter dated 10-4-91 and demanded reinstatement in service with full back wages but since the employer did not reinstate him he raised the dispute before the Asst. Labour Commissioner, Mapusa. That the employer vide letter dated 6-5-91 and 10-07-91 for the first time made serious charges of misconduct against the workman stating that his services were terminated for misconducts. The workman contended that while terminating his services the employer did not follow the mandatory provisions of Sec. 39 of the Goa, Daman and Diu Shops & Establishments Act, 1973 and therefore the action of the employer is bad and null and void. The workman

contended that the employer ought to have conducted enquiry against him before terminating his service. The workman contended that since the termination of his service is illegal and bad in law he is entitled to reinstatement in service with full back wages.

3. The employer filed written statement at Exb. 6. The employer stated that the workman was Branch Incharge of its Mapusa Branch and that he had been indulging in embezzlement of money, misuse of funds due to the employer by the customers by issuing forged receipts. The employer stated that the workman inspite of warning started selling his unauthorised goods brought from outside from the Mapusa Branch thereby causing irreparable loss of reputation and money to the employer and therefore as a last resort the employer decided to closed its Mapusa branch. The employer stated that the workman had agreed to hand over the keys of the Mapusa branch to Mr. Dhond which he did not do and instead continued to open and close the shop at his will, wish, whims and fancies and therefore the employer closed the shop i.e. Mapusa branch. The employer stated that at the time of termination of service the workman received Rs. 6216/- which amount was more than legal dues to which the workman was entitled to. The employer denied that Joaquim Noronha, Shanbag and Ajay Naik forcibly entered the shop and took away the stock and cash. The employer denied that the workman was not paid wages from January, 1991 to March, 1991. The employer denied that any enquiry was required to be conducted against the workman. The employer contended that the termination of service of the workman is legal and justified and hence the workman is not entitled to any relief as claimed by him. The workman thereafter filed rejoinder at Exb. 7.

4. On the pleadings of the parties, following issues were framed at Exb. 9.

1. Does Party I proves that his services were illegally terminated by Party II w.e.f. 29-3-1991?
2. Does Party II prove that Party I-Workman was paid Rs. 6216/- which amount was more than due to him as contended in para. 2 of its written statement?
3. Whether Party I-Workman is entitled to any relief?
4. What award or order?

5. My findings on the issues are as follows:

Issue No. 1: In the negative.

Issue No. 2: In the negative.

Issue No. 3: In the negative.

Issue No. 4: As per order below.

REASONS

6. Issue No. 1: The contention of the workman is that the employer terminated his services from 29-3-91

illegally and without justification. Adv. Shri P. J. Kamat, representing the workman submitted that the employer terminated the services of the workman by letter dated 28-3-91 (Exb. 14) which was handed over to him on 29-3-91. He submitted that the workman raised the dispute by letter dated 10-4-91 (Exb. 15) and in the replies dated 6-5-91 and 10-7-91 filed by the employer in the conciliation proceedings the employer did not state that the services of the workman were terminated on account of closure of the branch but the said replies show that the termination was on account of certain acts alleged against him. He submitted that the termination of services of the workman was on the ground of misconduct and since no chargesheet was issued to him nor any enquiry was conducted the termination of service becomes illegal and unjustified. He submitted that the Mapusa Branch of the employer is still functioning and it is not closed, as otherwise the registration of the shop would have been surrendered. He submitted that the closure must be of the business itself and not of the place of business. In this respect he relied upon the judgement of the Bombay High Court in the case of Industrial Perfumes Ltd., v/s Industrial Perfumes Worker's Union, reported in 1998 II CLR/273. He also submitted that no notice pay and retrenchment compensation was paid to the workman at the time when his services were terminated nor the provisions of the Goa, Daman and Diu Shops and Establishments Act, 1973 were complied with. He submitted that therefore termination of service of the workman is illegal and unjustified and hence he is entitled to reinstatement in service with full back wages.

7. Adv. Shri B. G. Kamat, representing the employer, submitted on the other hand that in the claim statement at para. 4 and 5 as well as in the letter dated 18-2-91 (Exb. 17) the workman has admitted that the employer had stated to him that they are closing down the Mapusa Branch from 18-2-91. He submitted that therefore the termination of service of the workman was on account of the closure of the Mapusa Branch and not because the workman had committed certain acts of misconduct. He submitted that according to the employer the business was closed from 18-2-91 and the subsequent opening and closing of the shop by the workman was on his own account. He submitted that complying with the provisions of Sec. 39 of the Goa, Daman and Diu Shops and Establishments Act is not a condition precedent and as such non compliance of the said provision does not render the termination illegal. In support of his this contention he relied upon the judgment of the Andhra Pradesh High Court in the case of K. V. Narsimha Rao v/s Labour Court, Guntur reported in 1991 Lab. IC 755. He submitted that the Shops & Establishments Act is silent on the procedure for effecting closure. He submitted that the Mapusa Branch was an independent establishment and the workman was employed in the said branch right from the beginning. He submitted that in view of the closure the workman is entitled to only notice pay and closure compensation and not anything more. He submitted that the workman has not produced the registration certificate to show that the Mapusa

Branch is functioning. He submitted that since the termination of service of the workman is on account of closure, the same is legal and justified.

8. In the present case the workman as well as the employer have led evidence. The workman has examined himself whereas the employer has examined its partner Shri Dinanath Naik. The question for determination is whether termination of service of the workman is on account of the misconduct committed by him or on account of the closure of the Mapusa Branch of the employer. The contention of the workman is that termination of his service is on account of the misconduct alleged against him as can be seen from the replies dated 6-5-1991 and 10-7-91 filed by the employer before the conciliation officer and since neither charge sheet was issued nor enquiry was conducted against him, the termination of his service is illegal and unjustified. The contention of the employer on the other hand is that the services of the workman were not terminated on the ground of misconduct but on the ground that the Mapusa Branch was closed. The contention of the employer is that the workman in his claim statement as well as in his letter dated 18-2-91 (Exb. 17) has admitted that the employer had decided to close its Mapusa branch from 18-2-91, and therefore the workman was aware that termination of his service was on account of closure of the branch and not on account of any misconduct committed by him.

9. Admittedly in the present case no chargesheet was issued to the workman nor any enquiry was conducted against him. In para 4 of the claim statement the workman has stated that on 16-2-91 he had gone to the Head Office for depositing the cash and that at the Head Office he was informed that the Mapusa shop would be closed and further that Mr. Dhond would be sent to collect the keys. In para. 5 of the claim statement he has stated that on 18-2-91 Mr. Dhond came to Mapusa and requested him to close the shop and hand over the keys of the shop to him. He has further stated that he did not close the shop because Mr. Dhond had not brought authority letter in writing to that effect. Both these paras read together prove that the employer intended to close its Mapusa branch from 18-2-91 and to effect the closure the employer had sent Mr. Dhond who was authorised to collect the keys from the workman. The intention of the employer to close the shop (Mapusa Branch) is admitted by the workman in his evidence also. The workman in his deposition has admitted that when he had gone to Margao on 16-2-91 to deposit cash the employer told him that he was going to close the shop at Mapusa. He has also admitted that on 18-2-91 Mr. Dhond came and asked to hand over the keys as the shop was to be closed. According to the workman he did not hand over the keys because Mr. Dhond had not brought the authority letter in writing. However, the pleadings made by the workman in the claim statement which are mentioned hereinabove show that the workman was made known in advance that Mr. Dhond would be sent to collect the keys from him. The workman has stated in his deposition

that Mr. Dhond had told him to hand over the keys because the shop was to be closed. Therefore the workman was not justified in not closing the shop and handing over the keys to Mr. Dhond on the ground that he had not brought authority letter in writing. The workman has further stated in his deposition that on 29-3-91 he had told his brother to sit in the shop because he wanted to take his wife to the doctor, and that when he returned at about 12.30 p. m. his brother was standing outside and the shutter of the shop was closed. He has stated that his brother told him that one Mr. Shanbhag, Noronha and Ajay Naik came to the shop and forcibly took in their possession the cash and the other articles in the shop. He has produced the three letters at Exb. 12, 13, and 14 which were given to his brother by the said three persons. The above facts are corroborated by the employer's witness Mr. Dinanath Naik. He has stated in his deposition that the employer decided to close the Mapusa branch since it was running in heavy loss because the workman was misappropriating the funds; was not accounting the amount received from the customers and most of the time he was not attending to his duties. He has stated that on 16-2-91 the workman had come to the head office of the employer at Margao and at that time he was informed that the employer had decided to close the Mapusa branch as it was running into loss and he was further informed by him that he would send Mr. Dhond to whom he should hand over the charge. He has further stated that the workman did not handover the charge to Mr. Dhond and since no communication was received from the workman he sent three persons including his son Mr. Ajit Naik on 29-3-91 at Mapusa. He has stated that the said three persons found the brother of the workman on the shop. He admitted that the letter dated 28-3-91 Exb. 14 was given to the brother of the workman wherein it was mentioned that the services of the workman were terminated and that he should hand over the charge and the possession of the premises to the person. The letter dated 28-3-91 Exb. 12 which is produced by the workman directs the workman to handover the stock lying in the shop at Mapusa to Mr. Shanbhag. The letter dated 29-3-91 Exb. 15 is in the nature of acknowledgment. The said letter acknowledges the receipt of the cash amount of Rs. 800/- from the brother of the workman while closing down the shop. The letter dated 28th March, 1991 is the termination letter whereby the services of the workman are terminated with immediate effect. The workman has produced the letter dated 10-4-91 Exb. 15 written by him to the employer raising the dispute. In this letter also the workman has admitted that he was informed by the employer that they intend to close down the shop at Mapusa and Mr. Dhond would be sent to collect the keys of the shop. He has also admitted that on 18-2-91 Mr. Dhond came to the Mapusa Shop and requested him to close the shop and handover the keys to him. He has further admitted that on 29-3-91 Mr. Joaquim Noronha, Mr. Shanbhag and Mr. Ajay Naik entered the shop at about 11.15 a.m. He has stated that they forced his brother Mr. Ramakant Naik to close the shop and handover the keys. He has stated that the said persons

forced his brother to sign some papers on his behalf and that they also handed over a letter dated 28-3-91 to his brother which was addressed to him terminating his services with immediate effect. All the evidence which has been discussed by me above shows that the workman was aware that the employer intended to close down its Mapusa Shop which was infact done on 29-3-91. The services of the workman were terminated by the employer from 29-3-91 and this termination was as a result of the closure of the Mapusa Shop, and not on account of any misconduct committed by the workman. The fact of closure of Mapusa Shop by the employer is also established from the statement made by the workman in his letter dated 10-4-91 Exb. 15. In this letter the workman has clearly stated that on 29-3-91 at about 11.15 a.m. Mr. Joaquim Noronha, Mr. Venkatesh Shanbhag and Mr. Ajay Naik entered the shop and forced his brother to close the shop and hand over the keys and on refusal of his brother to handover the keys of the shop all the said persons unauthorisedly took away the stock in the shop and the cash and forced his brother to sign the papers on his behalf. The workman has not examined his brother Mr. Ramakant Naik to prove that he was forced to close the shop or he was forced to sign the paper on his behalf. However, as per the admission made by the workman himself, the employer had taken away the stock and the cash from the Mapusa Shop and had taken away the keys after closing the shop. If the employer did not intend to close the shop there was reason to take away all the stock from the shop. Therefore the taking away of all the stock from the shop premises by the employer itself proves that the employer had closed the Mapusa shop from 29-3-91 and terminated the services of the workman.

10. Adv. Shri P. J. Kamat, the learned Advocate for the workman has contended that there should be the closure of the business itself and not the closure of place of business. In support of his this contention he has relied upon the judgement of the Bombay High Court in the case of Industrial Perfumes Ltd. (supra). In the present case the Mapusa shop/branch of the employer was dealing in the business of selling motor cycles and spares. This is admitted by the workman in his claim statement. The workman in his claim statement has stated that the employer is governed by the provisions of Goa, Daman and Diu Shops and Establishments Act, 1973 and Rules, 1975 thereunder. This shows that the Mapusa shop of the employer was registered under the Shops and Establishments Act. It is also an admitted fact that the workman was appointed as the branch-incharge of Mapusa shop right from the beginning, that is from 13-11-1987 and he worked there continuously till the date of his services were terminated. The workman has stated in his deposition that he was looking after the business of the shop and he was the only person working in the shop. There is no evidence from the workman to show that there was functional integrity between the Mapusa branch and other branches of the employer. There is no evidence to show that the functioning of the other branches depended upon the

functioning of the Mapusa branch. Therefore the evidence show that the Mapusa shop/branch of the employer was an independent establishment. As mentioned earlier the workman in his letter dated 10-4-91 Exb. 15 has himself admitted that on 29-3-91 the three persons who had come to the Mapusa Shop on behalf of the employer had taken away the stock and the cash from the shop, and had forcibly closed the shop and taken away the keys. This statement on the part of the workman proves that the employer not only closed the place of business but closed the business itself. The workman has not led any evidence to show that after the closing of the shop the employer started its business at some other place. The workman has also not produced the registration certificate of the Mapusa shop/branch to show that the employer has not infact closed its business and that the business was still being run. The workman could have very well asked the employer to produce the registration certificate, but he did not do so. Therefore there is absolutely no evidence to show that the employer had infact not closed its business and the Mapusa branch. On the contrary the evidence which is discussed above shows that the employer closed its Mapusa shop/branch and the business from 29-3-91.

11. The workman has tried to harp on the letter dated 6-5-91 Exb. 23 and the letter dated 10-7-91 Exb. 19. Both these letters are written by the employer and they are addressed to the Asst. Labour Commissioner. According to the workman both these letters show that termination of his service by the employer was on the ground of misconduct. The employer's witness Shri Dinanath Naik in his cross examination has admitted that in the said letters it is not mentioned that the services of the workman were terminated on account of closure. It is true that in both the above letters the employer has referred to the illegal acts said to have been committed by the workman such as misappropriation, fraud, criminal mis-representation etc. and that for this reason the employer did not want to keep him in service. It is to be borne in mind that these letters were written by the employer in the conciliation proceedings and upon the complaint of the workman that his services were illegally terminated. These letters cannot be read in isolation. They are to be read alongwith the evidence which has been brought on record by the workman himself. In the letter dated 18-2-91 Exb. 17 the workman himself has stated that the employer had informed to him that they intend to close the Mapusa shop, and that he should hand over the keys of the shop to Mr. Dhond on 18-2-91. In the letter dated 10-4-91 Exb. 15 the workman has reiterated the above fact and has further stated that on 29-3-91 at about 11.30 a.m., employer's three persons namely Mr. Joaquim Noronha, Mr. Venkatesh Shanbhag and Mr. Ajay Naik took away the stock and the cash from the shop, closed the shop and gave the termination letter dated 28-3-91 Exb. 14. The fact of closing down the shop is also supported by the letter dated 29-3-91 Exb. 13 produced by the workman wherein it is mentioned that the cash was received from the brother of the workman while closing down operation was done. The above evidence produced by

the workman himself shows that the termination of his service was on account of the closing of the Mapusa shop/branch of the employer, and not on account of the misconduct alleged to have been committed by him. The motive behind closing down the Mapusa shop/branch may be because according to the employer the workman was involved in fraud and misappropriation as a result of which according to the employer the Mapusa branch was running in loss, as stated by the employer's witness Mr. Dinanath Naik. The employer's witness has tried to bring on record the evidence to show that the workman was involved in fraud and misappropriation thereby resulting in causing loss to the Mapusa branch. The Supreme Court in the case of M/s. Indian Hume Pipe C. Ltd., V/s Their Workmen reported in AIR 1968 SC 1002 has held that once the Industrial Tribunal finds that an employer has closed its factory as a matter of fact it is not concerned to go into the question as to the motive which guided him to close the factory and such a closure cannot give rise to an industrial dispute. In the present case no evidence has been produced by the workman to show that the termination of his service was under the pretext of closure and that in fact there was no closure. The workman has also not produced any evidence to show that the employer continued its business at Mapusa in the same premises or at some other place. In my view the evidence on record which is discussed by me above has established that the employer closed its Mapusa shop/branch from 29-3-91 and the termination of service of the workman is on account of the said closure.

12. The workman has raised the contention in the claim statement that while terminating his services the employer did not comply with the provisions of Sec. 39 of the Goa, Daman and Diu Shops and Establishments Act, 1973. Sec. 39 of the above said Act lays down that no employer shall without a reasonable cause and except for misconduct, terminate the services of an employee who has been in his employment continuously for a period of not less than six months without giving such employee at least one month's notice in writing or wages in lieu thereof and a gratuity amounting to fifteen day's average wages for each year of continuous employment. The contention of the workman is that the above provision is mandatory. Adv. Shri B. G. Kamat has however contended that complying with the provisions of Sec. 39 of the Shops and Establishments Act, 1973 is not a condition precedent and as such non compliance with the said provision does not render the termination illegal. In support of his this contention he has relied upon the judgement of the Andhra Pradesh High Court in the case of K.V Narsimha Rao (supra). This is a full Bench decision. Sec. 40 of the Andhra Pradesh Shops and Establishments Act, 1966 is similar to the Sec. 39 of the Goa, Daman and Diu Shops and Establishments Act, 1973. In the above case the Andhra Pradesh High Court has held that mere case of prohibitory or negative language does not necessarily lead to the conclusion that the conditions are conditions precedent, and what is relevant is the intention of the legislature. The High Court has held that in Sec. 25F of the Industrial Disputes

Act 1947, the word used is "until" whereas in Sec. 40 of the Andhra Pradesh Shops and Establishments Act, the word used is "without giving" and that the word "without" does not have the same connotation as the word, "until". The High Court has held that the word "until" connotes the idea of a condition percent, whereas the word "without" merely refers to a condition. The High Court has held that the condition laid down in Sec. 40 of the Andhra Pradesh Shops and Establishments Act, 1966 is not a condition percent but that it merely creates a right to the pay if not paid along with the order of termination. As mentioned earlier the provisions of Sec. 39 of the Goa, Daman and Diu Shops and Establishments Act, 1973 are similar to the provisions of Sec. 40 of the Andhra Pradesh Shops and Establishments Act, 1966. The word used in Sec. 39 of the Goa, Daman and Diu Shops and Establishments Act, 1973 is "without giving" as used in Sec. 40 of the Andhra Pradesh Shops and Establishments Act, 1966. Therefore applying the law laid down by the Andhra Pradesh High Court in the above case, I hold that complying with the provisions of Sec. 39 of the Goa, Daman and Diu Shops and Establishments Act, 1973 is not mandatory while terminating the services of an employee. Therefore there is no substance in the contention of the workman that termination of his service is illegal because the employer did not comply with the provisions of Sec. 39 of the Goa, Daman and Diu Shops and Establishments Act, 1973.

13. Another question that arises is whether termination of service of the workman is illegal because no notice of retrenchment was given nor retrenchment compensation was paid at the time when the services of the workman were terminated. It has been held by me that the services of the workman were terminated on account of the closure of the Mapusa shop/branch. Closure is not the same as retrenchment. In the case of retrenchment unless prior conditions laid down in Sec. 25F of the Industrial Disputes Act, 1947 are complied with, the retrenchment is illegal. The Supreme Court in the case of Santosh Gupta v/s State Bank of Patiala reported in AIR 1980 SC 1219, has held that the termination of service of the workman as a consequence of closure is to be treated as retrenchment for the purpose of notice, compensation etc. This means that it is treated as retrenchment only for the purpose of notice and payment of compensation as per Sec. 25F of the Industrial Disputes Act, 1947. In the case of M/s. Avon Services Production Agency Pvt. Ltd., reported as AIR 1979 SC 170, the Supreme Court has held that giving of notice and payment of compensation as provided in Sec. 25F of the Act is not a condition precedent in case of closure as otherwise it is the case of retrenchment. This being the case the closure does not become illegal nor the termination becomes illegal for not giving prior notice or not paying compensation. The workman if at all will be entitled to closure compensation as provided under Sec. 25FFF of the Industrial Disputes Act, 1947. In the circumstances, I hold that the workman has failed to

prove that his services were illegally terminated by the employer w.e.f. 29-3-91. In my view termination of service of the workman is legal and justified. I, therefore answer the issue No. 1 in the negative.

14. Issue No. 2: In the written statement the employer took the stand that at the time of termination of service the workman received an amount of Rs. 6216/- which was more than the legal dues to which he was entitled to. The workman in his cross examination denied the suggestion that he had misappropriated an amount of Rs. 6126.18 p. He also denied the suggestion that the employer did not pay to him the dues payable to him because he owed the amount of Rs. 6126.18 p. to the employer. The employer's witness Shri Dinanath Naik stated in his deposition that the workman did not approach the Head Office of the employer to collect his legal dues. He stated that as on the date of termination of service the workman had misappropriated an amount of Rs. 6198/- approximately. The employer has not led any evidence to show that the workman has misappropriated an amount of Rs. 6126.18 p. or any other amount. The employer has produced a letter dated 10th July, 1991 alongwith the statement. According to the employer this statement gives the details of the amount misappropriated by the workman. As per the said statement the total amount misappropriated by the workman is shown as Rs. 6126.18. The workman has not admitted that he has misappropriated any amount. Mere production of the statement does not prove the misappropriation of the amount by the workman. It is to be proved by producing evidence and the employer has failed to produce any such evidence. Therefore the employer has failed to prove that the workman misappropriated the amount of Rs. 6216/- or 6126.18p. as alleged. The employer's witness Shri Dinanath Naik has himself admitted in his deposition that the legal dues of the workman were not paid because he owed the amount of Rs. 6126.18p. to the employer. However, the employer has failed to prove this fact. Also, the employer has not brought on record as to what was the amount that was payable to the workman towards his legal dues. In any case, if the legal dues of the workman are not paid he is entitled to claim the amount due to him as per the provisions of the Industrial Disputes Act, 1947. In the circumstances, I hold that the employer has failed to prove that the workman received the amount of Rs. 6216/- which was more than the legal dues to which he was entitled to. I, therefore answer the issue No. 2 in the negative.

15. Issue No. 3: This issue pertains to the relief to which workman if at all, is entitled to. In the present case it has been held by me that the employer has failed to prove that termination of his service by the employer is illegal. It therefore means that termination of service of the workman by the employer with effect from 29-3-91 is legal and justified. In the circumstances, I hold that the workman is not entitled to any relief. I, therefore answer the issue No. 3 in the negative.

Hence, I pass the following order.

ORDER

It is hereby held that the action of M/s. Rama Yeshwant Naik & Sons, Margao, Goa, in terminating the services of the workman Shri Ashok D. Naik, with effect from 29-3-91 is legal and justified. It is hereby further held that the workman Shri Ashok D. Naik is not entitled to any relief.

No order as to cost. Inform the Government accordingly.

Sd/-

(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Order

No. 28/7/2001-LAB

The following Award dated 19-6-2002 in reference No. IT/29/98 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 26th June, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/29/98

Shri Agnelo da Piedade Fernandes,
5-7, Ribeiro, Porvorim,
Bardez-Goa (since deceased)
represented by his legal heirs.

1. Mrs. Lizette Perpetua da Piedade Fernandes, widow.
2. Mr. Macedonius Savio da Piedade Fernandes, son.
3. Mr. Maxwell Krantiraj da Piedade Fernandes, son.
4. Kum. Merlyn Karishma da Piedade Fernandes, daughter.

All residents of 5-7,
Ribeiro, Porvorim,
Bardez-Goa.

... Workman/Party I

V/s

M/s. Cosme Matias Menezes Ltd.,
Rua de Ourem,
Panaji-Goa.

Employer/Party II

Workman/Party-I represented by Adv. Shri P. J. Kamat.

Employer/Party-II represented by Adv. Shri R. Lobo.

Panaji, dated: 14-6-2002

AWARD

In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 13-4-1998 bearing No. IRM/CON/(17)/97/8296 referred the following dispute for adjudication of this Tribunal.

1. "Whether the action of the management of M/s. Cosme Matias Menezes Pvt. Limited Panaji-Goa, in terminating the services of Shri Agnelo de Piedade Fernandes, Cashier, with effect from 1-6-1996, is legal and justified ?

2. If not, to what relief the workman is entitled ?"

2. On receipt of the reference a case was registered under No. IT/29/98 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workmen/Party-I (for short, "Workmen") filed his statement of claim at Exb. 4 in support of his contention that the termination of his services by the Employer/Party-II (for short, 'Employer') is illegal and unjustified. The Employer/Party-II filed their written statement at Exb. 6 denying contentions raised by the workman in the statement of claim. The employer denied that the workman is entitled to any relief as claimed by him in the statement of claim. The workman thereafter filed rejoinder at Exb. 7.

3. On the pleadings of the parties issues were framed at Exb. 8 and thereafter the case was fixed for recording the evidence of the workman. After the evidence of the workman was recorded the case was fixed for recording the evidence of the employer. Sufficient opportunities were given to the employer to lead evidence. But the employer failed to do so and ultimately the evidence of the employer was closed on 2-1-2002 and thereafter the case was fixed for hearing final arguments on 5-2-2002 at 2.30 p. m. On this date advocate Shri P. J. Kamat appeared and filed an application dated 5-2-2002 at Exb. 12 stating that the workman Shri Agnelo Fernandes expired on 5-1-2002 leaving behind his widow Mrs. Lizette Perpetua da Piedade Fernandes and his children Mr. Macedonius Savio da Piedade Fernandes, Mr. Maxwell Krantiraj da Piedade Fernandes and Kum. Merlyn Karishma da Piedade Fernandes as his legal heirs. In the said application it was prayed that the above said legal heirs be brought on record in place of the deceased workman Shri Agnelo Fernandes. The employer gave no objection for bringing on record the above said

legal heirs of deceased Agnelo Fernandes and accordingly by order dated 23-4-2002 the legal heirs of the workman Shri Agnelo Fernandes were ordered to be brought on record. Thereafter at the request of the parties the case was fixed on 2-5-2002 at 10.30 a.m. for filing the terms of settlement as the parties submitted that they want to settle the dispute amicably. Accordingly on 2-5-2002 the parties appeared and they filed the terms of settlement dated 2-5-2002 at Exb. 15. the parties prayed that consent award be passed in terms of the said settlement. I have gone through the terms of the settlement and I am satisfied that the said terms are certainly in the interest of the workman. I therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 2-5-2002 Exb. 15.

ORDER

1. It is agreed between the parties that the termination of the deceased Mr. Agnelo da Piedade Fernandes shall be converted into Voluntary Retirement w.e.f. 1-6-96 and the workman shall be paid compensation @ 65 days wages for each year of completed service including Gratuity which works out to Rs. 1,46,034/- (Rupees one lakh forty six thousand and thirty four only).
2. It is agreed between the parties that the Management shall pay the said amount of Rs. 1,46,034/- (Rupees one lakh forty six thousand and thirty four only) to the legal heirs of the deceased workman who have been impleaded as Party I in this reference namely Mrs. Lizette Perpetua da Piedade Fernandes, Mr. Macedonius Savio da Piedade Fernandes, Mr. Maxwell Krantiraj da Piedade Fernandes and Kum. Merlyn Karishma da Piedade Fernandes, which is in full and final settlement of all the legal dues of the deceased workman.
3. It is agreed between the parties that on payment of the above said amount the heirs of the deceased shall have no claim of whatsoever nature against the Party-II employer.
4. It is agreed between the parties that no deductions, including TDS shall be made from the above amounts as the amounts payable to the heirs of the deceased are under Voluntary Retirement.
5. It is agreed between the parties that if any dispute arises with the Income Tax Authorities on the payment of Income Tax on the said amount, the same shall be dealt with by the legal heirs directly.
6. It is agreed between the parties that the above amount shall be paid to the legal heirs on or before 9-5-02.

No order as to cost. Inform the Government accordingly.

(Ajit J. Agni), Presiding Officer, Industrial Tribunal.

Order

No. 28/7/2001-LAB

The following Award dated 19-6-2002 in reference No. IT/46/2001 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 27th June, 2002.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/46/2001

Shri Arun N. Gunaga,
1st Floor, Sumati Kung,
Behind Pandurang Temple,
Odlembhat, Taleigao Goa. Workman/Party I

V/s

M/s. Polyset Plastics P. Ltd.,
L-21, Electronic City,
Verna-Goa. Employer/Party II

Workman/Party-I Represented by Adv. Shri P. J. Kamat.

Employer/Party-II Represented by Adv. Shri M.S. Bandodkar.

Panaji, dated: 13-6-2002

AWARD

In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 6-8-2001 bearing No. IRM/CON/SG/(34)/2001/3451 referred the following Dispute for adjudication of this Tribunal.

1. Whether Shri Arun N. Gunaga, Despatch Assistant, could be construed as "workman" as defined under the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
2. If the answer to (1) above is in the affirmative, then, whether the action of the management of M/s. Polyset Plastics Pvt. Ltd., Industrial Estate, Verna Goa, in terminating the services of Shri Arun N. Gunaga, with effect from 17-8-2000 is legal and justified?
3. If the answer to (2) above is negative, then to what relief the workman is entitled?

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2. On receipt of the reference a case was registered under No. IT/46/2001 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman/Party-I (for short, 'workman') filed his statement of claim at Exb. 4 in support of his contention that he is a workman as defined under Section 2 (s) of the Industrial Disputes Act, 1947 and that termination of his services by the Employer/Party-II (for short, 'employer') w.e.f. 17-8-2000 is not legal and justified. The workman claimed that he is entitled to reinstatement in service with full back wages and other benefits. The employer filed written statement at Exb. 6 denying that the workman is a 'workman' as defined under the Industrial Disputes Act, 1947. The employer denied that the services of the workman are illegally terminated. The employer denied that the workman is entitled to any relief as claimed by him. The workman thereafter filed rejoinder at Exb. 7.

3. On the pleadings of the parties issues were framed at Exb. 8 and thereafter the case was fixed for recording the evidence of the workman. Before the evidence of the workman was recorded the workman appeared on 2-5-2002 at 10.30 a.m. along with his Advocate Shri P. J. Kamat and Shri Ramesh Bhatt, the Accounts Officer appeared on behalf of the employer. Both the parties submitted that the dispute between them was amicably settled and they filed the terms of settlement at Exb. 10. Both the parties prayed that consent award be passed in terms of the said settlement. I have gone through the terms of the settlement and I am satisfied that the said terms are certainly in the interest of the workman. I therefore accept the submissions made by the parties and pass the consent award in terms of the settlement Exb. 10.

ORDER

1. It is agreed between the parties that in view of the closure of the Company Mr. Arun Gunaga shall be paid a sum Rs. 21,807/- (Rupees twenty one thousand eight hundred and seven only) in full and final settlement of all claims arising out of his employment, which shall include notice pay, closure compensation, leave salary etc. and he further confirms that nothing is due unpaid to him.
2. It is agreed between Mr. Arun Gunaga that he accepts the amount in clause 1 in full and final settlement of all claims arising out of his employment and in the above reference and further confirms that he shall have no claim of whatsoever nature on the Company including any claim of reinstatement or re-employment.

No order as to cost. Inform the Government accordingly.
Sd/-
(Ajit J. Agni)
Presiding Officer,
Industrial Tribunal.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 4-8-96/LD(Part I)

Ref:- Government Notification No. 4-8-96/LD(Part I) dated 22-10-2002.

Whereas by Notification cited above, Shri Afonso Araujo, Additional District and Sessions Judge, Margao, was appointed as President of Administrative Tribunal, Panaji, on deputation basis.

And whereas in terms of Order No. R-1611/98/2003 dated 26-8-2003 issued by Hon'ble High Court of Bombay (Appellate Side) it was notified that Shri Afonso Araujo, shall stand retired w.e.f. 31st August, 2003 (A.O.H.) on payment to him of three (3) months' pay and allowances in lieu of three months' notice.

The Government of Goa, therefore, is pleased to direct Shri Afonso Araujo, President, Administrative Tribunal, Panaji-Goa to relinquish the charge of the said post of President w.e.f. today i.e. 29th August, 2003 (A.O.H.), being the last working day of the said Tribunal in this month.

By order and in the name of the Governor of Goa.

Mario da Silva, Under Secretary (Law).

Panaji, 29th August, 2003.

Department of Personnel

Order

No. 13/35/2003-PER

Governor of Goa is pleased to grant extension in service to Shri R. S. Padgaonkar, Dy. Director of Accounts, for a period of one month beyond the date of his superannuation upto 30-11-2003.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 29th October, 2003.

Order

No. 13/36/2003-PER

Governor of Goa is pleased to grant extension in service to Kum. Yvonne Cunha, Senior Scale Officer of Goa Civil Service presently functioning as Additional

Joint Secretary (Finance) for a period of six months beyond the date of her superannuation upto 09-04-2004.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 29th October, 2003.

Order

No. 13/38/2003-PER

Governor of Goa is pleased to grant extension in service to Shri Sharadchandra S. Sardessai, Dy. Director of Directorate of Food & Drugs Administration, beyond the date of his superannuation upto 30-4-2004.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 29th October, 2003.

Order

No. 15/18/2003-PER

Kum. Nital B. Naik, Mamlatdar, Canacona, shall hold the charge of the post of B.D.O., Canacona, in addition to her own duties, with immediate effect, until further orders, thereby relieving Shri Paresh Fal Desai, Jt. Mamlatdar of the additional charge.

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 31st October, 2003.

Order

No. 6/4/89-PER(PF)

Consequent upon issue of the order No. 5/29/2002-VIG (Part-file)/2752 dated 4-11-2003, Secretary (IWT), shall hold the charge of the post of Captain of Ports, with immediate effect in addition to his own duties and until further orders.

By order and in the name of the Governor of Goa.

S. V. Naik, Joint Secretary (Personnel).

Panaji, 5th November, 2003.

Order

No. 2/1/79-PER(Part IV)

Government is pleased to transfer under F. R. 15, Shri K. P. Kelekar, Principal, Government Polytechnic, Panaji to Goa College of Engineering, Farmagudi,

against the vacant post of Assistant Professor in Mechanical Engineering Department, subject to the conditions laid down in the Government Office Memorandum No. 2/1/79-PER dated 21-4-1983 read with Corrigendum No. 2/1/79-PER dated 10-5-1983.

Shri Kelekar is not entitled to any TA/DA or other allowances and joining time, as he is transferred at his own request. He should report to the Principal, Goa College of Engineering, Farmagudi immediately after relief from the present office.

The Official transferred is liable to be posted anywhere in Goa State if the situation warrants.

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 6th November, 2003.

Order

No. 6/4/91-PER (Part-II)

Shri Ashok N. P. Desai, Director of Education shall hold the charge of the post of Commissioner of Excise in addition to his own duties, with immediate effect, during the absence of Shri Rajeev Verma, IAS.

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 10th November, 2003.

Addendum

No. 5/37/88-PER

Read: Order No. JS(PER)-2003-PER dated 26-9-2003.

In the Government order cited above, the last para shall be added as follows:-

"Shri P. S. Reddy shall be on deputation and shall be governed by the standard terms of deputation as contained in this Department's O. M. No. 13/4/74-PER dated 12-2-1999 and as amended."

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 29th October, 2003.

◆◆◆
Department of Revenue

Notification

No. 22/70/2002-RD

Whereas by Government Notification No. 22/70/2002-RD dated 16-1-2003 published on page 1003 of Series II, No. 43 of the Official Gazette, dated 23-1-2003 and in two local newspapers (1) Dainik Pudhari dated 23-1-2003 (2) Gomantak Times dated 22-1-2003 it was

notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for the construction of road from Shri Sakha Nanda Malik's house to Shri Gurudas Ekwade house at Deulwada, Cudnem in Bicholim Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector & S.D.O., Bicholim to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector & S.D.O., Bicholim till the award is made under section 11.

SCHEDULE

(Under Section 6)

(Description of the said land)

Taluka: Bicholim

Village/City: Cudnem

Sr. No.	Survey No./ Sub. Div. No.	Names of the persons believed to be interested	Approx area in sq. mts.
1	2	3	4
1	2 42 part	O: Anant G. Jalmi. O: Babalo P. Jalmi. O: Narayan P. Jalmi. O: Sada Jalmi. O: Shambulo V. Jalmi. O: Shankar Y. Jalmi. O: Vinayak N. Borkar. O: Yeshwant B. Jalmi.	200
2	2 43 part	O: Nanda S. Malik.	575

Boundaries:

North : S. No. 2/43; 2/42.

South Road & S. No. 2/43.

East : S. No. 2/43; 2/37; 1/26

West : S. No. 2/42 & 2/43; 2/32.

Total: 775

By order and in the name of the Governor of Goa.

C. D. Gaware, Under Secretary (Revenue)

Panaji, 29th October, 2003.

Notification

No. 22/59/2003-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction & E/T of road at Pulwaddo, Mandowado, Pequeno Pedda to Domiximod & Bherondi in V. P. Benaulim, Salcette Taluka under Benaulim Constituency.

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, The Land Acquisition Officer, PWD (Cell), Altinho, Panaji to perform the functions of Collector, South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
 2. The Land Acquisition Officer, PWD (cell); Altinho, Panaji.
 3. The Executive Engineer, Div VI (Roads; South), PWD, Fatorda, Margao-Goa.
 4. The Director of Settlement and Land Records.

6. A rough plan of the said land is available for inspection in the Office of the Land Acquisition Officer, PWD (cell); Altinho, Panaji for a period of 30 days from the date of publication of this notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Benaulim

Survey No./ Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.	
1	2	3	
65	1 part	1. Mrs. Luisa Barreto. 2. Mr. Francisco Euclidas Barreto. 3. Mr. John Rodrigues. 4. Mrs. Alvita Rodrigues. 5. Mr. John Rodrigues. 6. Mrs. Alvita Rodrigues.	1650
64	29 part	O: Comunidade of Benaulim.	50
61	2 part	1. Mrs. Rosalina Joanes. 2. Mr. Joaquim Edelaco Santana Fernandes. 3. Mrs. Maria Santana Fernandes. 4. Mrs. Esperanca Fernandes. 5. Mr. Filipe Fernandes. 6. Mr. Ogdapino Fernandes. 7. Mr. Constantino Fernandes. 8. Mrs. Maria Liberata Santana Fernandes.	650
	3 part	O: Comunidade of Benaulim.	200
	T	Mr. Constancio Santano Silva.	
62	1 part	O: Comunidade of Benaulim.	40
	2 part	Mr. Celso D'Mello.	270
149	7 part	1. Mr. Jose Lourenco D'Silva. 2. Executive Engineer, WD VI, PWD, Fatorda, Margao.	120
174	2 part	1. Mr. Caetano Francisco Rebello. 2. Executive Engineer, WD VI, PWD, Fatorda, Margao.	260
175	1 part	1. Mr. Cruz de Silva. 2. Mr. Leslie Fausto Gomes. 3. Mr. Joao Francisco Augustias Gomes.	150
	2 part	1. Mr. Julio Santano Rodolfo da Silva. 2. Mr. Francisco Caetano Transfiguracao da Silva. 3. Mr. Alvaro Antonio Mauro da Silva. 4. Mr. Custodio Vicente da Silva.	200
	3 part	1. Mr. Joaquim Bernardo Antonio Mesquita.	390
176	1 part	1. Mrs. Maria Jose Correia de Meireles e Cruz. 2. Mr. Joao Filipe Fernandes.	1300
	2 part	Mr. Jose Rosario Rodrigues.	215
184	1 part	Mrs. Maria da Graca Iolan Silva Coelho.	1900
	5 part	1. Mr. Arnaldo Reis Cruz Barreto. 2. Mrs. Maria Helena Reis Cruz. 3. Mr. Virendra Redkar. 4. Mr. Vinodkumar Redkar.	750
145	10 part	Mr. Joao Bosco Gomes.	120
	9 part	Mr. Domingo Jose Gomes.	45
	12 part	Mr. Agnelo Barreto.	450

1	2	3	
19 part	Mrs. Filomena Leitao.	45	
13 part	Mr. Ancelmo Santana Fernandes.	150	
7 part	Mrs. Maria Fatima Divina Mascarenhas.	75	
18 part	Mr. Vicente Correia Afonso.	360	
143	8 part	1. Mr. Alvaro Bras Gomes. 2. Executive Engineer, WD VI, PWD, Fatorda, Margao.	150
213	7 part	1. Mr. Eleutorio Matheus Severes. 2. Mr. Antonio Marcos Pedrinho Fernandes. 3. Mr. Leopoldo Fernandes. 4. Mr. Antonio Marcos Pedrinho Fernandes.	45
44	2 part	Mr. Jose Philip Misquita.	225
28	1 part	Mrs. Sheila Rodrigues.	25
61	1 part	O: Comunidade of Benaulim.	50
217	1 part	1. Mr. Pedro Francisco Tereza Furtado. 2. Mrs. Maria Augusta Furtado. 3. Mr. Constancio Manuel Furtado. 4. Custodio F. Rodrigues.	70
	5	Mrs. Joazinha Conceicao Furtado.	
	6	Mr. Thomas R. Rodrigues.	
	7	Mr. Wenceslau Rodrigues.	
	8	Mr. Joao Brito Rodrigues.	
	9	Government of Goa, Executive Engineer, WD VI, PWD, Fatorda, Margao.	
	10	Mr. Manuel Xavier Fernandes.	
	3 part	Mrs. Virginia Carvalho.	180
	21 part	Mr. Minguel Augusto Rodrigues.	180
	22 part	Mrs. Antonieta Fernandes.	200
23	4 part	Mrs. Prisca Berta Mesquita.	500
	1 part	Mrs. Maria Ana Gunegurdes Ribeiro.	120
30	2 part	1. Church of Benaulim. 2. Mr. Lawrence Pereira. 3. Mr. Socorro Caetano Fernandes. 4. Mr. Antonio Fernandes.	1050
	5 part	5. Mr. Custodio Francisco Fernandes.	
	6	6. Mr. Socorro Caetano Fernandes.	
	7	7. Mr. Antonio Fernandes.	
	8	8. Mr. Custodio Francisco Fernandes.	
	1 part	Mrs. Patrocina Fernandes.	130
38	part -	Mrs. Helena Noronha Furtado.	430
43	2 part	Mrs. Sheila Rodrigues.	1110
190	2 part	O: Comunidade of Benaulim. T. Mr. Joao Rosario Fernandes.	410
142	4 full	Mr. Mauricio Diniz.	125

Boundaries:

North : S. No. 65/2, 64/29, 61/2, 3, 62/1, 2, 149/7, 175/1, 2, 3, 176/1, 143/4, 8, 145/9, 10, 43/1.

1	2	3
South : S. No. 65/2, 61/1, 2, 3, 62/1, 2, 174/2, 175/1, 2, 3, 176/1, 2, 184/1, 145/12, 18, Road.		
East : S. No. 43/2, 3, 44/2, 28/1, 29/0, 30/2, 23/1, 4, 24/1.		
West : Road, S. No. 149/6, 145/7, 13, 19, 43/2, 38/2, 44/2, 28/1, 2, 30/2, 23/1, 4.		
	Total: 14390	

By order and in the name of the Governor of Goa.

C. D. Gawade, Under Secretary (Revenue).

Panaji, 31st October, 2003.

Notification

No. 22/61/2003-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for the work of construction of road from Tikhajan to Murdi in a length of 660 mtrs. in Bicholim Taluka (Addl. area).

Now, therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Dy. Collector (L.A.), Collectorate of North Goa District, Panaji to perform the functions of a Collector, North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Dy. Collector (L.A.), Collectorate North Goa District, Panaji
3. The Executive Engineer, WD XXIII (Roads), PWD Bicholim-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.
6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector (L.A.), Collectorate of North Goa District, Panaji for a period of 30 days from the date of publication of this notification in the Official Gazette.

SCHEDULE

(Under Section 4)

(Description of the said land)

Taluka:	Bicholim	Village:	Narao
Sr. No./	Survey No./ Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4
1	90 0	Ramesh Suryarao Sardesai.	1600
2	91 1	Jose Cordeiro.	5
<i>Boundaries:</i>			
North : S. No. 91.			
South : S. No. 90.			
East : S. No. 87 & 89/35.			
West : S. No. 90.			
Total: 1605			

By order and in the name of the Governor of Goa.

C. D. Gawade, Under Secretary (Revenue).

Panaji, 31st October, 2003.

Notification

No. 22/45/2002-RD

Whereas by Government Notification No. 22/45/2002-RD dated 13-12-2002 published on page 916 of Series II, No. 38 of the Official Gazette, dated 24-12-2002 and in two local newspapers (1) Herald dated 22-12-2002 (2) Ranzunzar dated 22-12-2002 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for Augmentation of Raw Water to Assonora from Anjunem Irrigation Project through River Valvant - Laying and Commissioning of C.I. conveying main at Village Karapur in Bicholim Taluka (Phase-I) for the pipeline stretch from Chainage 0.00 to 2000 mts.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector Bicholim to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector Bicholim till the award is made under section 11.

SCHEDULE

(Under Section 6)

(Description of the said land)

Taluka: Satari

Village/City: Podocem

Sr. No.	Survey No./ Sub. Div. No.	Names of the persons believed to be interested	Approx area in sq. mts.
1	2	3	4
1	46	1 Devasthan Shri Dev Vithal, Executive Engineer, WD. VI; Irrigation Dept; Bicholim.	740
<i>Boundaries:</i>			
North : S. No. 46.			
South : S. No. 46.			
East : S. No. 46.			
West : S. No. 46.			
			Total: 740

By order and in the name of the Governor of Goa.

C. D. Gawade, Under Secretary (Revenue).

Panaji, 3rd November, 2003.

Department of Tourism

Notification

No. 3/293/2003-DT/3022

The Government of Goa is pleased to constitute a Heritage Tourism Committee to exercise the powers

conferred on and to perform the functions assigned to it under the scheme 'the Goa Heritage House Tourism Scheme-2003', notified under Notification No. 3/293/03-DT/1444 dated 31-7-2003 which came into force with effect from the date of publication of the said Notification, for a period of three years, with the following members, with immediate effect:

1. Minister for Tourism	Chairman
2. Secretary (Tourism)	Member
3. Chief Architect, PWD	Member
4. Chief Town Planner	Member
5. Director of Archives & Archaeology	Member
6. Director of Museums	Member
7. Member Secretary, Kala Academy	Member
8. Director of Tourism	Secretary

Functions of the Committee:

- (a) The scheme shall be administered by the Heritage Tourism Committee.
- (b) The Heritage Tourism Committee shall frame detailed rules, regulations, forms, etc. to implement the scheme. It shall supervise the implementation of the scheme to ensure its success. Day to day administration of the scheme shall be run by the Members Secretary who shall submit quarterly report to the Committee.
- (c) The Heritage Tourism Committee shall consider the applications recommended by the Heritage House Committee for declaring a house as a Heritage House. In its decision, the Heritage Tourism Committee shall categorise the Heritage House in one of the four categories mentioned in clause 4 (a) (ii) to (v) of the scheme.
- (d) Technical Panels, with such term as may be specified, shall be appointed by the Heritage Tourism Committee, to advise the Heritage Tourism Committee in the matters of Architecture, Construction, Conservation, Heritage and Art and also to assist in the conservation of Heritage Houses. Each panel shall consist of—
 - 1) Senior Architect.
 - 2) Conservation specialist.
 - 3) Expert in folk art and regional art history.

The Committee shall meet at such time and place as the Chairman may decide. It shall meet as and when necessary.

By order and in the name of the Governor of Goa.
N. Suryanarayana, Director of Tourism & Ex-officio Joint Secretary.

Panaji, 6th November, 2003.

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